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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANISSA ISRAEL, as Administrator	:	HON. JOSEPH H. RODRIGUEZ
Ad Prosequendum of the Estate of	:	HON. KAREN M. WILLIAMS
A'Heem Hudson, Deceased,	:	
	:	
Plaintiff,	:	
	:	Civil Action No. 11-1824
	:	
v.	:	
	:	
UNITED STATES OF AMERICA	:	
	:	
Defendant.	:	

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiff (meaning any person, other than the defendant, signing this agreement, whether or not a party to this civil action), and the defendant, the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from

the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. Defendant agrees to pay the sum of Three Hundred Thousand dollars (\$300,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death and any claims for pain and suffering, for which plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, their agents, servants, and employees.

3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death and claims for pain and suffering, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or

hereafter acquire against the United States of America, their agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and her guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, their agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death and claims for pain and suffering.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States of the America, their agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear its own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, plaintiff must obtain Court approval of the settlement at plaintiff's expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States of America may void this settlement at their option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the settlement amount will be made by an electronic fund transfer for Three Hundred Thousand dollars (\$ 300,000.00).

A. Name of Plaintiff's Law Firm's Bank:	Team Capital Bank
B. Street Address of Bank:	2151 Emrick Blvd.
C. City, State and Zip Code of Bank:	Bethlehem, PA 18020
D. Routing Number (9 digits):	031376224
E. Checking Account or Savings Account:	Checking Account
F. Payee Law Firm Account Number:	13009824

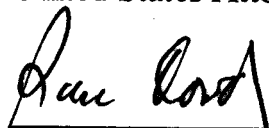
Plaintiff's attorneys agree to distribute the settlement proceeds to the plaintiff and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. Section 552a(b).

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 27 day of May, 2014.

PAUL J. FISHMAN
United States Attorney



By: IRENE E. DOWDY
Assistant United States Attorney
Attorneys for Defendant
United States of America

Executed this 27 day of May, 2014

STARK & STARK, P.C.



By: JEFFREY A. KRAWITZ, ESQUIRE
Attorneys for Plaintiff

Executed this 20th day of May, 2014

Anissa Israel

ANISSA ISRAEL, as Administrator Ad Prosequendum
of the Estate of A'Heem Hudson, Deceased
Plaintiff

Executed this 20th day of May, 2014